

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 27 day of April 2017, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **BUILD INCLUSION, INC, KENTUCKY EASTER SEAL SOCIETY, INC. D/B/A EASTER SEALS CARDINAL HILL**, and **DOWN SYNDROME ASSOCIATION OF CENTRAL KENTUCKY, INC.**, 501(c)(3) nonprofit organizations, ("Organizations") with offices located at 1050 Chinoe Drive, Lexington, with mailing address of P.O Box 23030, Lexington, Kentucky 40523, with an effective date of July 1, 2017.

**WITNESSETH**

WHEREAS, it is the public policy of the Lexington-Fayette Urban County Government to encourage, promote, and support economic development, new job training, and job placement for the public purposes of providing employment opportunities for its residents and alleviating conditions of unemployment and poverty and it wishes to provide funding related to these purposes to certain qualified entities through the use of contingent funding agreements; and

WHEREAS, the Government utilized criteria related to these purposes and an application and screening process in selecting which entities, including the Organizations, would be eligible to receive funding pursuant to an agreement; and

WHEREAS, through this process and additional negotiations with the Organizations, the Organizations have agreed to commit to assisting a minimum of at least seven (7) high school or young adults with disabilities in job training and placement and in finding, obtaining, and keeping gainful employment; and

WHEREAS, the requirements of the Organizations' program, including the required number of participants served, is more particularly described herein; and

WHEREAS, it is in the public interest that the Government make a commitment of financial resources in order to encourage and support economic development endeavors, including job training and placement through the use of this type of funding agreement.

NOW THEREFORE, that for and in consideration of the mutual promises and covenants herein expressed, which is acknowledged and agreed to be sufficient consideration, the Government and the Organizations agree as follows:

1. The above recitals are incorporated herein as part of this Agreement.
2. This Agreement is intended to commence on July 1, 2017 and end on August 1, 2018, unless within that period Government gives the Organizations thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is provided to the Organizations.
3. In return for full performance of the terms of this Agreement by the Organizations, which shall include providing the services more fully described in Exhibit A, which is attached hereto and incorporated herein by reference, to at least seven (7)

people, Government agrees to pay the Organizations the total sum of Twelve Thousand Five Hundred Dollars (\$12,500). The total sum amount shall be payable by no later than July 30, 2017.

4. Organizations represent that the services specified in Exhibit A would not have been delivered to these participants without the funds provided in this Agreement and understand that the Government is relying upon this representation as a condition of providing the funds.

5. The Organizations understand and agree that in order to retain all of the funds, that by no later than July 1, 2018 at least seventy-five percent (75%) of the total number of individuals required in Exhibit A of this Agreement must be fully trained as further described in Exhibit A and also placed into jobs located in Fayette County. In the event that the Organizations fail to train and place at least this number of people into jobs by the above deadline it shall be required to repay the Government for each person not trained or placed in accordance with the following formula:

$$\begin{aligned} & \mathbf{75\% \text{ (Required percentage of people to be trained and placed -}} \\ & \mathbf{XX\% \text{ (Percentage actually trained and placed by July 1, 2018) x}} \\ & \mathbf{\$12,500 \text{ (Funds provided in this Agreement)}} \end{aligned}$$

Any such repayment shall be due by no later than August 1, 2018.

6. In the event of termination of this Agreement by the Government as provided in Section 2, the Organizations will be required to repay the Government under the following formula:

**75% (Required percentage to be trained and placed) – XX%  
(Percentage actually trained and placed at the time of  
Termination) x \$12,500 (Funds provided in this Agreement).**

Any such repayment shall be due by no later than thirty (30) days after notice of termination of this Agreement is received by the Organizations.

7. Organizations shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Each Organization shall keep itself fully informed of all national and state laws and all municipal ordinances, and regulations that in any manner would affect the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein; and further agrees to indemnify, release and hold harmless Government, its officers, agents and employees against any and all claims or liability arising from or based upon any Organization's violation of any such laws, ordinances, or regulations. The Organizations shall repay the full funds provided in this Agreement if it fails to observe and comply with such laws, ordinances, and regulations during the funding period.

8. The Organizations represent that at all times relevant to this Agreement it shall remain in good standing with the Government as to any required registrations or certifications and shall timely pay any taxes, fees, fines, or penalties owed. Each Organization further represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner and shall provide copies of the same to Government upon request.

9. Collectively, the Organizations shall, by the tenth business day of the third (3rd) month (October 13, 2017), the sixth (6<sup>th</sup>) month (January 12, 2018), the ninth (9<sup>th</sup>) month (April 13, 2018), and the twelfth (12th) month (July 13, 2018) from the effective date of this Agreement, submit electronically to the CDO on the form attached hereto as Exhibit B and incorporated herein by reference (or a similar electronic Microsoft Excel form created and provided to Organizations by the Government): a report containing documentation that the duties and services required in Exhibit A are being fulfilled for the previous quarter. Failure to electronically submit the quarterly report described herein by the required date shall result in the Organizations repaying the full funds provided in this Agreement. In addition, Organizations may be required to present a progress report as to its activities annually before the Urban County Council's Budget, Finance & Economic Development Committee, or as otherwise instructed by the Government.

10. The Organizations shall also, on the quarterly report described in Section 9, track job retention of those individuals placed into jobs by the Organizations for one (1) year after each individual is placed. In the event that this one (1) year tracking period per individual placed exceeds the one (1) year quarterly report requirement described in Section 9, the Organizations shall continue to submit the report electronically to the CDO quarterly (on October 12, 2018, January 14, 2019, April 12, 2019, and July 12, 2019) until each individual placed in a job has been tracked for one (1) year from the time of placement.

11. While nothing in this Agreement shall be construed to require repayment of funds if the Organization fails to provide quarterly reports after July 13, 2018, if required

under this Agreement, the Organizations understand that failure to provide these reports shall be taken into consideration by the Government in future funding cycles.

12. Books of accounts shall be kept by the Organizations and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organizations. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organizations, shall be maintained at the principal place of business of the Organizations as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organizations relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organizations audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

13. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organizations. The Government, its agents and employees, shall, at all times, have unrestricted reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organizations, or to constitute Organizations an agent of the Government.

14. Organizations shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause

each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

15. Each Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

16. Organizations agree that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit shall be submitted to the CDO within 10 days of completion.

17. This Agreement is non-assignable and each Organization shall not assign its duties, obligations, or responsibilities under this Agreement to any other person or entity.

18. The parties agree that each Organization is an independent contractor and shall in no way will it or its employees or agents be viewed or treated as employees of the Government.

19. This Agreement and its enforcement shall be interpreted and subject to the laws of the Commonwealth of Kentucky and any related court action shall only be filed in Fayette County, Kentucky.

20. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is

not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

21. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organizations: Build Inclusion, Inc.

P.O. Box 23030

Lexington, Kentucky 40523

Att: Jessica Frye, Executive Board Chair (or as otherwise designated in writing by Organizations)

For Government: Lexington-Fayette Urban County Gov.

200 East Main Street

Lexington, Kentucky 40507

Att: Kevin Atkins, Chief Development Officer

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

ATTEST:

  
Martha Allen  
Clerk of the Urban County Council

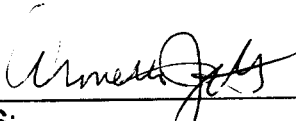
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
JIM GRAY, MAYOR


BUILD INCLUSION, INC.

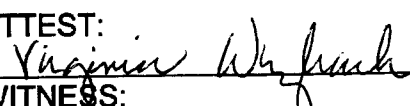


BY:   
JESSICA FRYE, BOARD CHAIR

ATTEST:   
WITNESS: \_\_\_\_\_  
DATE: 3/6/17

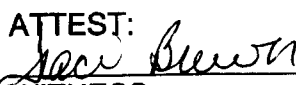
KENTUCKY EASTER SEAL SOCIETY,  
INC. D/B/A EASTER SEALS  
CARDINAL HILL

BY:   
GLENN NORVELL, BOARD CHAIR

ATTEST:   
WITNESS: \_\_\_\_\_  
DATE: 3/8/17

DOWN SYNDROME ASSOCIATION  
OF CENTRAL KENTUCKY, INC.

BY:   
DANON CAMIC, BOARD CHAIR

ATTEST:   
WITNESS: \_\_\_\_\_  
DATE: 3/7/17

## **EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Build Inclusion, Inc.  
Kentucky Easter Seal Society, Inc. d/b/a Easter Seals Cardinal Hill  
Down Syndrome Association of Central Kentucky

### **Scope of Work**

Between July 1, 2017 and July 1, 2018, Build Inclusion, Inc., Kentucky Easter Seal Society, Inc. d/b/a Easter Seals Cardinal Hill, and Down Syndrome Association of Central Kentucky, Inc. ("Organizations") will use these funds from Lexington-Fayette Urban County Government to:

- Deliver employment training services to high school students and young adults with disabilities from Lexington, Kentucky who are underemployed or unemployed by implementing a five phase program to help participants find gainful employment. This program shall include:
  - Eight weekly, 2-hour classes to help participants learn self-determination, self-advocacy, and career-readiness. Also meetings with the families of the participants with guest speakers will be provided.
  - Eight hours of instruction in Adaptive Recreational activities in group and individual settings.
  - Fifteen hours per participant and family in a 1:1 setting to emphasize job exploration, with the goal of uncovering gifts, strengths, and talents.
  - Fifteen hours per participant over a twelve week period in a group setting to encourage leadership development, socialization, team-building, and peer-to-peer mentorship. Participants will plan and implement a service project to give back to the community.
  - Work-based learning experiences, including job shadowing, internship opportunities, and supported employment services.
  - Provide opportunities for participants to mentor individuals in next cycle's program.

**Total Number:** By the end date of this Agreement, the Organizations will train and place at least seven (7) unique individuals into jobs who would not have been served without these funds. These individuals must be Fayette County residents at enrollment.









